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2013-316-T

Gentlemen Movers

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentlemen Movers. These services are furnished between points and places in all South Carolina counties.

**SECTION 1****1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the GENTLEMEN MOVERS office location, and the movers estimate return time to the office location.

<b><u>Number of Movers</u></b>	<b><u>Hourly Rate</u></b>
2 Men and 1 Truck	\$80.00
3 Men and 1 Truck	\$100.00
4 Men and 1 Truck	\$120.00
3 Men and 2 Trucks	\$120.00
4 Men and 2 Trucks	\$140.00
5 Men and 2 Trucks	\$160.00
** 10% fuel surcharge	

**1.2 Office Hours / Minimum Hourly Charges:**

Gentlemen Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday	Two-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 24 hours of their move, Gentlemen Movers will charge the applicable minimum. Hourly rates are the same, six days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

**SECTION 2**

**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Elevator or Stair Carry**

Gentlemen Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.0 above.

**2.2 Excessive Distance or Long Carry Charges**

Gentlemen Movers does not charge an additional fee for carrying articles an excessive distance from the motor vehicle.

**2.3 Pick Up and Delivery**

Gentlemen Movers does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

**2.4 Packing and Unpacking**

2.4.1 Gentlemen Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.4.2 Gentlemen Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Gentlemen Movers reserves the right to decline any moves consisting of extremely large or fragile items.

**2.5 Heavy Item Charges**

Gentlemen Movers will move pianos.

Up wright piano - \$70.00 plus Hourly Charge

Wide Screen TV (40 inches or more) - \$70 plus Hourly Charge

Safes, Supersized amours or anything exceeding 300 lbs -\$70

Baby or Grand pianos – \$150.00 - \$200 plus Hourly Charge

**2.6 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.7 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of Gentlemen Movers.

**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims**

**3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

**3.1.2** Claimant must immediately notify carrier of all claims for concealed damage. Gentlemen Movers must be given reasonable opportunity to inspect damaged items in original packing.

**3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Gentlemen Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage the day of the move depreciated value. If there is damage, notify Gentlemen Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

**3.2 Computing Charges**

Gentlemen Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.3 Governing Publications**

Gentlemen Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

Gentlemen Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Gentlemen Movers will not accept responsibility for safe delivery of such articles if they come into Gentlemen Movers possession with or without Gentlemen Mover's knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Gentlemen Mover's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

Gentlemen Movers shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

**3.7 Credit Card Payments**

For credit card payments the transaction fee charge of 2% will be treated as a pass through item to the customer.





## UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

ORSH# 9756

Gentlemen Movers Inc.  
1835 Inglewood Dr. Columbia, SC 29204  
803-782-0063

1

IN CASE OF NEED CONTACT TRAFFIC CONTROL MGR AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG NO

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_NOTIFICATION OF WEIGHT & CHARGES  
SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY \_\_\_\_\_ TEL \_\_\_\_\_

ADDRESS \_\_\_\_\_

RECEIVED \_\_\_\_\_  
SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_GENERAL  
CONDITIONS:

CONSIGNEE TO \_\_\_\_\_

ADDRESS \_\_\_\_\_

FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

PREFERRED DELIVERY DATE(S)  
OR PERIODS OF TIME \_\_\_\_\_ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER PERSONAL CHECK  
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## INVOICING

GOVT. B/L No \_\_\_\_\_

BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CARRIER  
& TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING THE CARRIER'S LIABILITY  
FOR LOSS AND DAMAGE WILL BE \$2.00  
PER LB PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_

FINISH \_\_\_\_\_

AM AM Customers Initials

PM PM Customers Initials

JOB HOURS \_\_\_\_\_

TRAVEL TIME \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

TRANSPORTATION SERVICES  
HOURLY CHARGESTRAIGHT TIME  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.OVERTIME SERVICES  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE CHARGES

TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_

ADD'L. LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_

ADD'L. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. \_\_\_\_\_

EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_

AT \_\_\_\_\_

EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_

PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_

ADD'L. LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_

WAREHOUSE HANDLING \_\_\_\_\_

TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_

S.I.T. VALUATION CHARGE \_\_\_\_\_

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI \_\_\_\_\_ QUANTITY \_\_\_\_\_

BARRELS \_\_\_\_\_ 5 \_\_\_\_\_

CARTONS LESS THAN 1 1/2 \_\_\_\_\_

CARTONS 1 1/2 \_\_\_\_\_

CARTONS 3 \_\_\_\_\_

CARTONS 4 1/2 \_\_\_\_\_

CARTONS 6 \_\_\_\_\_

CRIB MATTRESS \_\_\_\_\_

WARDROBES (USE OF) \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_

MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_

CRATES \_\_\_\_\_ MIRROR CARTONS \_\_\_\_\_

TOTAL PACKING \_\_\_\_\_

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

WAREHOUSE

BY \_\_\_\_\_ PER \_\_\_\_\_

(WAREHOUSEMAN'S SIGNATURE)

DATE

FORM 982R 1991

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## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property for in case of export traffic, within nine months after delivery at port of export or, in case of failure to make delivery, then within ninety days after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage in any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading, if disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

October 23, 2013

Exhibit A

ORS Tariff Comparison  
Gentlemen Movers, Inc.

Docket No. 2013-316-T

Description	Unit	Approved Rate	Proposed Rate	Inc/Dec	% Inc/Dec	SC Tariff Bureau Rate
<b>Moving Rates</b>	2 men & 1 truck	per hour	\$80.00	N/C		\$98.50
	3 men & 1 truck	per hour	\$100.00	N/C		\$122.10
	4 men & 1 truck	per hour	\$120.00	N/C		\$145.70
	3 men & 2 trucks	per hour	\$120.00	N/C		\$164.90
	4 men & 2 trucks	per hour	\$140.00	N/C		\$188.50
	5 men & 2 trucks	per hour	\$160.00	N/C		\$212.10
<b>Working Rates</b>						
Over-size items charge		\$65.00	\$70.00	\$5.00	8.00%	varies
Fuel Surcharge	percent	N/A	10 percent			varies